SERFF Tracking #: AMMI-132118098 State Tracking #:

Company Tracking #: BCC-WC-20-001-DC

State: District of Columbia Filing Company: Berkley Casualty Company

TOI/Sub-TOI: 16.0 Workers Compensation/16.0004 Standard WC

Product Name: District of Columbia Workers Compensation Form Filing

Project Name/Number: /

## Filing at a Glance

Company: Berkley Casualty Company

Product Name: District of Columbia Workers Compensation Form Filing

State: District of Columbia

TOI: 16.0 Workers Compensation

Sub-TOI: 16.0004 Standard WC

Filing Type: Form

Date Submitted: 11/14/2019

SERFF Tr Num: AMMI-132118098
SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: BCC-WC-20-001-DC

Effective Date 01/01/2020

Requested (New):

Effective Date 01/01/2020

Requested (Renewal):

Author(s): Stacy Weselius, Ben Grimm, Justin Watts

Reviewer(s):

Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

SERFF Tracking #: AMMI-132118098 State Tracking #:

Company Tracking #: BCC-WC-20-001-DC

State: District of Columbia Filing Company: Berkley Casualty Company

TOI/Sub-TOI: 16.0 Workers Compensation/16.0004 Standard WC

Product Name: District of Columbia Workers Compensation Form Filing

Project Name/Number: /

### **General Information**

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 11/14/2019

State Status Changed: Deemer Date:

Created By: Ben Grimm Submitted By: Ben Grimm

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is due to our company name change. Effective 1/1/2019, American Mining Insurance Company is now Berkley Casualty Company. We are filing the forms and notices that will be changing.

## **Company and Contact**

### **Filing Contact Information**

Stacy Weselius, Compliance Manager sweselius@berkindcomp.com

P. O. Box 660847 205-874-8229 [Phone] Birmingham, AL 35266 205-870-3245 [FAX]

### **Filing Company Information**

Berkley Casualty Company CoCode: 15911 State of Domicile: Iowa P O Box 660847 Group Code: 98 Company Type: P&C 3490 Independence Drive Group Name: W. R. Berkley Corp. State ID Number:

Birmingham, AL 35266-0847 FEIN Number: 63-0866690

(205) 870-3535 ext. [Phone]

## Filing Fees

Fee Required? No Retaliatory? No

Fee Explanation:

SERFF Tracking #: AMMI-132118098 State Tracking #: Company Tracking #: BCC-WC-20-001-DC

State: District of Columbia Filing Company: Berkley Casualty Company

TOI/Sub-TOI:16.0 Workers Compensation/16.0004 Standard WCProduct Name:District of Columbia Workers Compensation Form Filing

Project Name/Number: /

## Form Schedule

Item	Schedule Item	Form	Form	Edition	Form	Form	Action Speci	fic	Readability	
No.	Status	Name	Number	Date	Type	Action	Data	Data		Attachments
1		Labor Contractor Endorsement (Broad	WC 99 03 01	01/20	END	ND Replaced	Previous Filing Number:	AMMI- 129273735		WC 99 03 01 01 20_newfiling.pdf
		Form)					Replaced Form Number:	WC 99 03 01		
2		Workers Compensation and Employers Liability	WC 00 00 01A	05/88	DEC	No Re	Previous Filing Number:	AMMI- 130668176		WC000001A_ne wfiling.pdf
		Insurance Policy					Replaced Form Number:	WC 00 00 01A		
3		Workers Compensation and Employers Liability Insurance Policy	WC 90 00 00	01/20	01/20 OTH	H Replaced	Previous Filing Number:	AMMI- 130668176		WC 90 00 00 01 20_newfiling.pdf
							Replaced Form Number:	WC 90 00 00 04 16	1	
4		Notice to Policyholders - Audit Noncompliance Charge	WC 90 00 05	01/20	DSC	Replaced	Previous Filing Number:	AMMI- 130863613		WC 90 00 05 01 20_newfiling.pdf
							Replaced Form Number:	WC 90 00 05 12 16	2	3-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1-3-1

Form Type Legend:

,	Po ==9-1		
ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	ОТН	Other

### LABOR CONTRACTOR ENDORSEMENT (BROAD FORM)

This endorsement applies only with respect to bodily injury to your leased employees in the state named in Item 2 of the Schedule when provided by a labor contractor named in Item 1 of the Schedule.

Certain words and phrases in this endorsement are defined as follows:

Labor contractor means the entity furnishing some or all of the workers to another entity.

Client means the entity using the services of a labor contractor to obtain some or all of its workers.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the labor contractor is an insured. If an entry is shown in Item 3 of the Schedule, the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One we will reimburse the labor contractor named in the Schedule for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the labor contractor's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the labor contractor with any government agency.

We will not ask any other insurer of the labor contractor to share with us a loss covered by this endorsement.

Premium will be charged for your leased employees while provided by the labor contractor. You must obtain from the labor contractor and furnish to us a complete payroll record of your leased employees provided by the labor contractor to satisfy your obligations under Part Five (Premium), C.2.

The policy may be cancelled according to its terms. If the policy is cancelled, we will send notice of such cancellation to the labor contractor.

Part Four (Your Duties If Injury Occurs) applies to you and the labor contractor. The labor contractor will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

Schedule

1.	Labor Contractor	Address

- 2. State Where Work Performed
- 3. Contract or Project

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective	Policy No.	Endorsement No.
insured		Premium \$
Insurance Company		
	Countersigned by	

# Workers Compensation and Employers Liability Insurance Policy

		Policy Number	Policy Period From To					
			(12:01 AM at the insured location)					
Informati	on Page	Renewal/F	Rewrite of Policy Number					
			•					
1. Named Insured and Addre	SS	Agency Information						
Carrier No.	FEIN	Risk ID	Entity Type					
Additional Workplaces not shown above: Refer to Schedule of Locations Endorsement								
2. The Policy Period is from	to	12:01am Standard Time at t	the insured's mailing address.					
3. A. Workers Compensation listed here:	nsurance: Part One of	the policy applies to the Worker	rs Compensation Law of the states					
B. Employers Liability Insur our liability under part Two		olicy applies to work in each sta	ate listed in Item 3.A. The limits of					
	Injury by Accident	·	h accident					
	injury by Disease injury by Disease		cy limit h employee					
C. Other States Insurance:	Part Three of the policy	applies to the states, if any, lis	ted here:					
D. This policy includes thes	e endorsements and so	hedules: SEE ATTACHED SCI	HEDULE					
The premium for this policy Information required below			itions, Rates and Rating Plans. All					
	SEE ATTACHED	CLASSIFICATIONS OF OPER	ATIONS					
Minimum Premium \$		Total Estimated Anr Premium Di Expense Co Deposit Pre	scount \$ onstant \$					
Premium Payment Plan: Premium Adjustment Period:	O Direct Bill O Agenc O Annual O Semi Ani	y Bill nual O Quarterly O Monthly						
Issue Date: Issuing Office:		Autho	rized Representative					

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o Information Page and Applicable Forms and Endorsements

In Witness Whereof the company has caused this policy to be signed by its president and secretary.

W. Robert Berkley, Jr.

President and Chief Executive Officer

Ira S. Lederman

**Executive Vice President and Secretary** 

## Notice to Policyholders - Audit Noncompliance Charge

If you are noncompliant with the audit process a penalty charge may be assessed to your policy premium.

An Audit Noncompliance Charge endorsement is attached to your policy. The endorsement outlines the method for calculating the Audit Noncompliance Charge.

The audit provision is located under Part Five – Premium, Section G. (Audit), of your Workers Compensation and Employers Liability Insurance Policy (WC 00 00 00 C).

WC 90 00 05 01 20 Page 1 | 1

SERFF Tracking #: AMMI-132118098 State Tracking #: Company Tracking #: BCC-WC-20-001-DC

State: District of Columbia Filing Company: Berkley Casualty Company

TOI/Sub-TOI: 16.0 Workers Compensation/16.0004 Standard WC

Product Name: District of Columbia Workers Compensation Form Filing

Project Name/Number: /

# **Supporting Document Schedules**

Satisfied - Item:	Readability Certificate
Comments:	Our forms and endorsements normally register 42 on the flesch score.
Attachment(s):	Our forms and chaofsements normally register 42 on the neson score.
Item Status:	
Status Date:	
otatao bate.	
Bypassed - Item:	Consulting Authorization
Bypass Reason:	This filing is not being completed by a third party.
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	This filing does not involve a Group Trust.
Attachment(s):	This hilling does not involve a Group Trast.
Item Status:	
Status Date:	
Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	This is not a TRIPRA filing.
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	side by side
Comments:	
Attachment(s):	WC000001A_newfiling.pdf WC 00 00 01 A_strikethrough.pdf WC 90 00 00 120_newfiling.pdf WC 90 00 00 04 16_strikethrough.pdf WC 90 00 05 01 20_newfiling.pdf WC 90 00 05 12 16_strikethrough.pdf WC 99 03 01 01 20_newfiling.pdf WC 99 03 01 01 20_newfiling.pdf WC 99 03 01 11 04_strikethrough.pdf
Item Status:	
Status Date:	

# Workers Compensation and Employers Liability Insurance Policy

		Policy Number	Policy Period From To					
			(12:01 AM at the insured location)					
Informati	on Page	Renewal/F	Rewrite of Policy Number					
			•					
1. Named Insured and Addre	SS	Agency Information						
Carrier No.	FEIN	Risk ID	Entity Type					
Additional Workplaces not shown above: Refer to Schedule of Locations Endorsement								
2. The Policy Period is from	to	12:01am Standard Time at t	the insured's mailing address.					
3. A. Workers Compensation listed here:	nsurance: Part One of	the policy applies to the Worker	rs Compensation Law of the states					
B. Employers Liability Insur our liability under part Two		olicy applies to work in each sta	ate listed in Item 3.A. The limits of					
	Injury by Accident	·	h accident					
	injury by Disease injury by Disease		cy limit h employee					
C. Other States Insurance:	Part Three of the policy	applies to the states, if any, lis	ted here:					
D. This policy includes thes	e endorsements and so	hedules: SEE ATTACHED SCI	HEDULE					
The premium for this policy Information required below			itions, Rates and Rating Plans. All					
	SEE ATTACHED	CLASSIFICATIONS OF OPER	ATIONS					
Minimum Premium \$		Total Estimated Anr Premium Di Expense Co Deposit Pre	scount \$ onstant \$					
Premium Payment Plan: Premium Adjustment Period:	O Direct Bill O Agenc O Annual O Semi Ani	y Bill nual O Quarterly O Monthly						
Issue Date: Issuing Office:		Autho	rized Representative					

	INFORMAT	ΓION PAGE		
			NCCI Carrier Code	# 26727
Policy Number:		Issued By:	American Mining	Insurance Co
New or Renewal:	U/O #	looded by.	P.O. Box 66084	
	H/O #		Birmingham, AL	_ 35266-0847
1. Named Insured and Address	NAICS #		-	
			/	
		Α	gency No.:	
		_	/	
		surance Account		
State: En	tity of Insured:		Risk ID.:	
LOCATIONS.				
Policy Period				
2 The Delieu Devied is from:	4-	40.	O4 AM Charadard Time	a 4 4 ha a i wa a 1 ha
<ol><li>The Policy Period is from: mailing address.</li></ol>	to		01 AM Standard Time	at the insured's
mailing address.				
3. COVERAGES				
A. Workers Compensation Insurance:	Part One of the	policy applies to the	ne Workers Compensat	tion Law of the
states listed here:		<b>/</b>		
D. Frankrian Linkillarina manari Dari	. T6461:4	· · · · · · · · · · · · · · · · · · ·		ana A. Tha linaita
B. Employers Liability Insurance: Part of our liability under Part Two are:	Two of the polic	y applies to work il	n each state listed in ite	em A. The limits
of our liability under Fart Two are.				
Bodily Injury by Accide	nt /\$	e	ach accident	
Bodily Injury by Diseas			olicy limit	
Bodily Injury by Diseas	e / \$	e	ach employee	
C Other States Incurrence: Dort Three	of the policy on	nlina ta tha atataa	if any listed horse	
C. Other States Insurance: Part Three	or the policy ap	plies to the states,	ii any, iisted here:	
D. This policy includes these endorser	ments and sched	lules:		
4. PREMIUMThis policy is. ☐ Direct Bill	☐ Pay Plan	☐ Agent Billed		
	-	•		
The premium for this policy will be determined			ations, Rates and Ration	ng Rlans. All
information required below is subject to verific	ation and chang	e by audit.	CCT ANNUIAL	
	Subject F	Premium	EST ANNUAL \$	
	Terrorism		\$ \$	
		imated Annual Pre		
			·	
Countersigned:	Ву			<del></del>
	Countersignatu	re or Authorized R	epresentative, whichev	er is applicable

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o Information Page and Applicable Forms and Endorsements

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W. Robert Berkley, Jr.

President and Chief Executive Officer

Ira S. Lederman

**Executive Vice President and Secretary** 



### THE ATTACHED POLICY CONSISTS OF:

o Information Page and Applicable Forms and Endorsements

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WC 90 00 05 01 20 Page 1 | 1



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WC 90 00 05 12 16 Page 1 | 1

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We will not ask any other insurer of the labor contractor to share with us a loss covered by this endorsement.

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Part Four (Your Duties If Injury Occurs) applies to you and the labor contractor. The labor contractor will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

Schedule

1.	Labor Contractor	Address

- 2. State Where Work Performed
- 3. Contract or Project

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective	Policy No.	Endorsement No.
insured		Premium \$
Insurance Company		
	Countersigned by	

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Schedule

Address

Contract or Project		
This endorsement changes the stated.	ne policy to which it is attached and is effec	ctive on the date issued unless otherwise
Endorsement Effective	Policy No.	Endorsement No.

Insurance Company American Mining Insurance Company

Countersigned by	

Premium \$

Insured

1. Labor Contractor

State Where Work Performed